

# **EXHIBIT A**

# DETROIT INSURANCE AGENCY

Mr. James C. Kenady  
Land and Tax Commissioner  
Lease Division  
Great Northern Railway Company  
St. Paul 1, Minnesota



Dear Mr. Kenady:

This is in response to your letter of May 3 in which you expressed the opinion that Endorsement 9 of Royal Indemnity Company General Liability Policy RLH 021621 does not fully protect you as provided for in the Permit involving the bridge and conveyor belt at Libby, Montana, used by Zonolite Company. You are correct that the policy you refer to does not fully protect the Great Northern Railway Company. However, your files should contain an additional policy issued by the Royal Indemnity Company numbered RLH 021669, which is issued for the period April 20, 1959 to April 20, 1962, specifically naming the Great Northern Railway Company as the insured and covering the construction, maintenance, use and removal of suspension bridges and conveyors. This obligation has been handled in this manner in a separate policy for many years because of Article 9 of your agreement with Zonolite Company which specifically requires that Zonolite Company provide and pay for a Liability policy protecting the Railway Company against loss. It has been our understanding since 1950 that this method of providing for the Great Northern Railway was satisfactory. If there is some other arrangement you wish us to make we will be most happy to do so.

In reviewing Policy RLH 021669, I note that the word "contraction" has been used rather than the word "construction". We will prepare an endorsement correcting the word "contraction" to read "construction" and forward the endorsement on to you.

Yours very truly,

*J. L. Toot*  
J. L. Toot  
Account Executive

JLT:ed

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# **EXHIBIT B**

This endorsement is attached to and hereby made part of the Policy designated below and is effective as of the date and hour indicated (standard time at the address of the named insured as stated in the Policy).

POLICY NUMBER	NAME OF COMPANY	EXPIRATION DATE	MONTH	DAY	YEAR
REG 11840	Payal Identity Company	DATE	March	11	1994
NAME INSURED		EXPIRATION DATE	MONTH	DAY	YEAR
Zanolite Company		DATE	12	01	12 00
PRODUCER		MONTH	12	01	12 00
		PRODUCER CODE NUMBER			

In consideration of an additional premium charged the Company agrees to assume the liability for bodily injuries including resulting death and for damage to property, which liability the insured has assumed by virtue of the following wording contained in a contract entered into between the insured and Great Northern Railway Company, dated April 20, 1950 and supplemental agreements dated 10-12-50 and 4-25-52 in connection with suspension bridge and conveyor belt, as follows:

The applicant shall, and hereby does, release and discharge the Railway Company of and from any and all liability for damage to or destruction of the said suspension bridge and conveyor belt and all other property of the applicant located upon said premises, however such damage or destruction may occur or be caused. The applicant shall, and hereby does, further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damage, recoveries, judgments, cost, expense or other charges and demands, on account of injuries to or death of one or more persons, or damage to or destruction of the property of one or more persons (including the property of the Railway Company) resulting from or during the construction, repair, maintenance or operation of said bridge and conveyor belt, or resulting from or during the use of said premises by the applicant, the applicant's agents, servants, employees, patrons or customers, or by any other persons, whether caused by the negligence of the Railway Company, its agents, servants and employees, or otherwise. The applicant further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against it on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railway Company in any such suit or action. The liability assumed by the applicant herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against the Railway Company may arise in whole or in part out of the negligence of the Railway Company, its officers, agents, servants or employees, or be contributed to in whole or in part by such negligence. The foregoing language of this section 8 shall not be construed as imposing on the applicant liability for any loss or damage to persons or property which would have occurred in the absence of the construction, repair, maintenance, operation or existence of the said suspension bridge, conveyor belt

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of this Policy except as herein stated, nor shall this endorsement bind the Company unless countersigned by a duly authorized representative of the Company.

Comments required by:

~~INSURANCE~~ DISURANCE AGENCY

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LITERATURE

This endorsement is attached to and hereby made part of the Policy designated below and is effective as of the date and hour indicated (standard time at the address of the named insured as listed in the Policy).

(Continued) and loading dock and their appurtenances upon the property of the  
Railway Company.

This endorsement is issued subject to all agreements, exclusions, conditions, declarations, and other terms contained in the policy, except as modified by this endorsement.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of this Policy, except as herein stated, nor shall this endorsement bind the Company unless countersigned by a duly authorized representative of the Company.

Countersigned by:

DETROIT - INSURANCE AGENCY

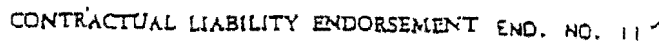
Sa Dungan

Authorized Representative

**SPENDING MONITOR**

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# **EXHIBIT C**



Report Number RLG 021622	Name of Company ROYAL INDEMNITY COMPANY	Examination (Month, Day, Year) Effective Date April 1, 1962
Name of Insured EDMUND LIE COMPANY, ETAL		Additional Premium \$ INCLUDED
Product Code		Product Code Number

Curmet signed by DETROIT INSURANCE AGENCY

Authorized Representative

It is agreed that such Contractual Liability insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability also applies to the liability assumed by the named insured under that part of a contract between the named insured and  
**GREAT NORTHERN RAILWAY COMPANY** dated **APRIL 20, 1950**  
 SUPPLEMENTED BY 10-12-50 AND 4-25-52 AGREEMENTS reading as follows.

THE APPLICANT SHALL, AND HEREBY DOES, RELEASE AND DISCHARGE THE RAILWAY COMPANY OF AND FROM ANY AND ALL LIABILITY FOR DAMAGE TO OR DESTRUCTION OF THE SAID SUSPENSION BRIDGE AND CONVEYOR BELT AND ALL OTHER PROPERTY OF THE APPLICANT LOCATED UPON SAID PREMISES, HOWEVER SUCH DAMAGE OR DESTRUCTION MAY OCCUR OR BE CAUSED. THE APPLICANT SHALL, AND HEREBY DOES, FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RAILWAY COMPANY OF AND FROM ANY AND ALL LIABILITY, DAMAGE, RECOVERIES, JUDGMENTS, COST, EXPENSE OR OTHER CHARGES AND DEMANDS, ON ACCOUNT OF INJURIES TO OR DEATH OF ONE OR MORE PERSONS, OR DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ONE OR MORE PERSONS (INCLUDING THE PROPERTY OF THE RAILWAY COMPANY) RESULTING FROM OR DURING THE CONSTRUCTION, REPAIR, MAINTENANCE OR OPERATION OF SAID BRIDGE AND CONVEYOR BELT, OR RESULTING FROM OR DURING THE USE OF SAID PREMISES

LOCATION: LIBERTY, MONTANA

(CONTINUED ON REVERSE SIDE)

The insurance afforded under this indentment is only with respect to such and so much of the following categories as is stated by specific limits of liability.

Coverage		Limits of Liability	
Public Injury Liability	\$ 200,000.00	each person	\$ 500,000.00
Public Damage Liability	\$ 500,000.00	each accident	\$ 500,000.00
Designation of Contract:		Premium Basis	Rates
GREAT NORTHERN RAILWAY CO. DATED 4-20-50 AND SUPPLEMENTAL AGREEMENTS DATED 10-12-50 AND 4-25-52 IN CONNECTION WITH SUSPENSION BRIDGE AND CONVEYOR BELT.		Rate	Advance Premiums
0521	ONE	48.60	52.50
Minimum Premiums - B.I.S.	P.D.S.	Total Advance Premiums	48.60 52.50

The other provisions of this endorsement are printed on the back of this sheet.

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cont'd  
11-25-2003

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Notwithstanding anything to the contrary contained in the contract referred to herein, it is agreed between the company and the named insured that the insurance provided by this endorsement does not apply:

1. to injuries to persons, including death, or to damage to or destruction of property, including the loss of use thereof, which are excluded by the printed terms, conditions and exclusions of the policy or any printed supplementary endorsement, unless such terms, conditions and exclusions are specifically amended by this endorsement by wording other than that contained in the contract referred to herein;
2. to any action on a contract by a person not a party thereto;
3. to damages awarded in any arbitration proceedings:
  - (a) involving questions of policy coverage;
  - (b) in which the company is given no part in the selection of the arbitrators and in the arbitration proceedings; or
  - (c) which are not confined to disputes between the parties to the contract referred to herein;
4. to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
5. to liability for the sale, gift, distribution or use of any alcoholic beverage.

The premium with respect to which "cost" is the basis, is an estimated premium only. Upon termination of this endorsement, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis the word "cost" means the total cost in any indemnity of all work let or subcontract in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy, except as herein stated, nor shall this endorsement bind the company unless countersigned by a duly authorized representative of the company.

  
PRESIDENT

BY THE APPLICANT, THE APPLICANT'S AGENTS, SERVANTS, EMPLOYEES, PATRONS OR CUSTOMERS, OR BY ANY OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RAILWAY COMPANY, ITS AGENTS, SERVANTS AND EMPLOYEES, OR OTHERWISE. THE APPLICANT FURTHER AGREES TO APPEAR AND DEFEND IN THE NAME OF THE RAILWAY COMPANY ANY SUITS OR ACTIONS AT LAW BROUGHT AGAINST IT ON ACCOUNT OF ANY SUCH PERSONAL INJURIES, DEATH, OR DAMAGE TO PROPERTY AND TO PAY AND SATISFY ANY FINAL JUDGMENT THAT MAY BE RENDERED AGAINST THE RAILWAY COMPANY IN ANY SUCH SUIT OR ACTION. THE LIABILITY ASSUMED BY THE APPLICANT HEREIN SHALL NOT BE AFFECTED OR DIMINISHED BY THE FACT, IF IT BE A FACT, THAT ANY SUCH SUIT OR ACTION BROUGHT AGAINST THE RAILWAY COMPANY MAY ARISE IN WHOLE OR IN PART OUT OF THE NEGLIGENCE OF THE RAILWAY COMPANY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR BE CONTRIBUTED TO IN WHOLE OR IN PART BY SUCH NEGLIGENCE. THE FOREGOING LANGUAGE OF THIS SECTION 8 SHALL NOT BE CONSTRUED AS IMPOSING ON THE APPLICANT LIABILITY FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY WHICH WOULD HAVE OCCURRED IN THE ABSENCE OF THE CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION OR EXISTENCE OF THE SAID SUSPENSION BRIDGE, CONVEYOR BELT AND LOADING DOCK AND THEIR APPURTENANCES UPON THE PROPERTY OF THE RAILWAY COMPANY.